

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

CYNTHIA GEORGE, )  
                        )  
Plaintiff,           )  
                        )  
v.                     ) Civil Action No. 3:23-CV-00836  
                        )  
KJPL RIVERWOOD, LLC; JPL                     )  
DEVELOPMENT, LLC; and BACAR                     )  
CONSTRUCTION, INC.                             )  
                        )  
Defendants.           )

**ANSWER OF JPL DEVELOPMENT, LLC**

Defendant JPL Development, LLC (hereinafter, “JPL”), submits this Answer and Affirmative Defenses in response to the Complaint filed by Cynthia George (“Plaintiff”) as follows:

1. It is admitted that Plaintiff seeks to allege a cause of action as stated in the Complaint. It is denied that JPL has any liability to Plaintiff for any cause of action as stated.
2. It is admitted that Plaintiff seeks to allege a cause of action as stated in the Complaint. It is denied that JPL has any liability to Plaintiff for any cause of action as stated.
3. Defendant JPL lacks sufficient information to admit or deny the allegations of Plaintiff’s alleged handicap. The remaining allegations are denied.
4. Denied.
5. Jurisdiction of this court is admitted for the allegations as stated in the Complaint.
6. Admitted.
7. Venue in this jurisdiction is not disputed.

8. Defendant JPL lacks sufficient information to admit or deny the allegations contained in this paragraph and therefore the same are denied.

9. The allegations contained in this paragraph do not address JPL and therefore no answer is required.

10. Defendant JPL admits the allegations in the first sentence of this paragraph. JPL denies the allegations contained in the second sentence of this paragraph for lack of sufficient information or knowledge as to the undefined term “developer”. In response to the third sentence of this paragraph, JPL admits that it facilitated certain elements of the design and construction of the housing units constructed at the Property. In response to the fourth sentence of this paragraph, JPL admits that it contracted with third parties to design and build the housing units constructed at the Property, but JPL subsequently assigned such agreements to KJPL Riverwood, L.L.C. Any allegation contained in this paragraph which is inconsistent with the foregoing is denied.

11. The allegations contained in this paragraph do not address JPL and therefore no answer is required.

12. The contents of paragraph 12 appear to be conclusory statements about the legal framework of the FHA and do not require an answer from this defendant. Nevertheless, and to the extent that the allegations contained in this paragraph are inconsistent with the legal authority cited, the same are denied.

13. The contents of paragraph 13 and its subparts appear to be conclusory statements about the legal framework of the FHA and do not require an answer from this defendant. Nevertheless, and to the extent that the allegations contained in this paragraph are inconsistent with the legal authority cited, the same are denied.

14. The contents of paragraph 14 appear to be conclusory statements about the legal framework of the FHA and do not require an answer from this defendant. Nevertheless, and to the extent that the allegations contained in this paragraph are inconsistent with the legal authority cited, the same are denied.

15. The contents of paragraph 15 appear to be conclusory statements about the legal framework of the FHA and do not require an answer from this defendant. Nevertheless, and to the extent that the allegations contained in this paragraph are inconsistent with the legal authority cited, the same are denied.

16. Denied as to defendant JPL.

17. The contents of paragraph 17 appear to be conclusory statements about the legal framework of the FHA and do not require an answer from this defendant. Nevertheless, and to the extent that the allegations contained in this paragraph are inconsistent with the legal authority cited, the same are denied.

18. The contents of paragraph 18 appear to be conclusory statements about the legal framework of the FHA and do not require an answer from this defendant. Nevertheless, and to the extent that the allegations contained in this paragraph are inconsistent with the legal authority cited, the same are denied.

19. The contents of paragraph 19 appear to be conclusory statements about the legal framework of the FHA and do not require an answer from this defendant. Nevertheless, and to the extent that the allegations contained in this paragraph are inconsistent with the legal authority cited, the same are denied.

20. In response to the allegations contained in Paragraph 20, it is admitted only that there are 342 apartment units which are contained within multiple apartment buildings located on

the referenced Property. This is in addition to other building types also located on the Property. It is admitted that there are multiple elevators serving multiple apartment buildings. It is admitted that the “Edison at Riverwood” apartment complex is located at 3816 Dodson Chapel Road, Hermitage, Tennessee 37076. Any and all allegations contained within Paragraph 20 which are inconsistent with the foregoing are denied.

21. Admitted.

22. The allegations contained in Paragraph 22 call for a legal conclusion, to which no response is required from this defendant at this time. In the event a response is deemed necessary, JPL denies the allegations contained in Paragraph 22 for lack of sufficient information.

23. The allegations contained in Paragraph 23 call for a legal conclusion, to which no response is required from this defendant at this time. In the event a response is deemed necessary, JPL denies the allegations contained in Paragraph 23 for lack of sufficient information.

24. Defendant JPL lacks sufficient information to admit or deny the allegations in this paragraph and therefore the same are denied.

25. Defendant JPL denies the allegations in this paragraph insofar as they allege any denial of FHA accessibility requirements by JPL.

26. Defendant JPL denies the allegations in this paragraph insofar as they allege any denial of FHA accessibility requirements by JPL.

27. Defendant JPL lacks sufficient information to admit or deny the specific “concerns” of Plaintiff and the same are therefore denied.

28. Denied.

29. Defendant JPL denies the allegations in this paragraph insofar as they allege any denial of FHA accessibility requirements by JPL.

30. Defendant JPL denies the allegations in this paragraph insofar as they allege any denial of FHA accessibility requirements by JPL. Specifically, defendant JPL denies that it is liable for any damages or relief whatsoever as alleged in paragraph 30.

31. Denied.

32. Denied.

33. Denied as to defendant JPL.

34. The allegations contained in paragraph 34, and its subparts, are denied as to defendant JPL.

35. Denied as to defendant JPL.

36. The allegations contained in paragraph 36, and its subparts, are denied as to defendant JPL.

37. Denied as to defendant JPL.

38. Defendant JPL reincorporates its responses to the allegations of the Complaint paragraphs 1-37.

39. Defendant JPL lacks sufficient information to admit or deny the allegations in the paragraph and therefore the same are denied.

40. Defendant JPL lacks sufficient information to admit or deny the allegations in the paragraph and therefore the same are denied.

41. Defendant JPL lacks sufficient information to admit or deny the allegations in the paragraph and therefore the same are denied.

42. The allegations contained in paragraph 42, and its subparts, are denied as to defendant JPL.

43. Denied.

44. Defendant JPL denies that it is liable for any damages or relief whatsoever as alleged in the Prayer for Relief.

### **AFFIRMATIVE DEFENSES**

1. Plaintiff has failed to state a claim upon which relief can be granted as to defendant JPL.

2. To the extent that plaintiff has failed to mitigate her damages, plaintiff's recovery must be reduced or barred.

3. To the extent that the plaintiff's claims are barred by any applicable statute of limitations or of repose, plaintiff's claims should be dismissed.

4. To the extent that plaintiff's claims in whole or in part are barred by the doctrines of laches, waiver, and equitable estoppel the same should be dismissed.

5. Plaintiff's damages, if any are proven, were not caused or contributed to by any action or inaction of defendant JPL. To the extent that defendant JPL is found to be liable to plaintiff for any damages whatsoever, the damages should be reduced or eliminated to the extent of the negligence, carelessness, or fault of any non-parties to this action.

6. Defendant JPL alleges that plaintiff's damages, if any, were caused in whole or in part by the acts or omissions of the other defendants to this action and asserts the doctrine of comparative fault against the additional defendants as well as the plaintiff to this action.

7. Any allegations of the Complaint not specifically admitted or denied are hereby denied.

Respectfully submitted,

s/Jason K. Murrie

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**CERTIFICATE OF SERVICE**

I do hereby certify that the foregoing has been provided via the Court's electronic filing system to counsel of record including the following on this 31st day of October, 2023:

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